



BOARD OF ELECTIONS

COUNTY OF SUFFOLK
PO BOX 700
YAPHANK NY 11980-0700
(631) 852-4500
FAX (631) 852-4590

Commissioners
JOHN ALBERTS
BETTY MANZELLA

Deputy Commissioners
GAIL M. LOLIS
ERIN MCTIERNAN

Request for Bids

This is an invitation to submit a sealed bid for the furnishing of transportation and storage of voting equipment subject to the terms and conditions and special instructions of this request. Sealed bid submissions must be received no later than 11:00 a.m. on Friday, September 8, 2023. They will be publicly opened and read aloud by the Commissioners of Elections, County of Suffolk, 700 Yaphank Avenue, Yaphank, New York 11980, at 11:00 a.m. on Monday, September 11, 2023 for the:

**Transportation of Voting Equipment and Storage of Privacy Booths:
Ballot Marking Devices, Tabulators, Poll Print Stations and Privacy Booths for
Certain Elections to be Held in 2024 and 2025, with Options for 2026 and 2027**

Copies of the Request for Bids and all required bid submission forms may be obtained at the offices of the Board of Elections, or by email request to Stella Losquadro at Stella.Losquadro@suffolkcountyny.gov, or at the Board of Election's website at <http://www.suffolkcountyny.gov/departments/boardofelections.aspx> on or after Monday, July 24, 2023.

Technical questions regarding specifications which are e-mailed to Stella Losquadro by Monday, August 7, 2023 will be answered by Monday, August 14, 2023.

Administrative questions may be addressed to Stella Losquadro at 631-852-4553.

The Commissioners reserve the right to reject any and all bids. Furthermore, notwithstanding the award and execution of a contract with one or more companies, the Commissioners reserve the right to not utilize such company (or companies) for some or all elections in 2024 and 2025, and/or during any option period (2026 and/or 2027).

This Notice to Bidders of Request for Bids will be advertised in the following two newspapers:

Suffolk County News
South Shore Press

Dated: July 17, 2023

Suffolk County Board of Elections

John Alberts
Commissioner

Betty Manzella
Commissioner

Administrative Information

Please read this Request for Bids in its entirety before submitting your bid submission.

1. General Information/Specifications

- a. Suffolk County, with a population of 1.5 million people, is Long Island's eastern-most county, and covers an area of approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.
- b. The County of Suffolk is a municipal corporation of the State of New York.
- c. The Suffolk County Board of Elections ("Board") is a municipal board duly created under the laws of the State of New York. It maintains its offices and warehouse at 700 Yaphank Avenue, Yaphank, New York 11980. The Board is responsible for conducting Federal, State, County and Town elections for public offices and political party positions. "Elections" referred to herein consist of 1) Presidential Primary Elections which occur every four years and usually in the month of April; 2) Primary Elections which occur annually in June; 3) General Elections which occur annually in November and 4) Special Elections which are not set annual elections. Dates of Elections, except Special Elections are generally set by Federal or State law in January. Special Elections are set by proclamation and usually occur within sixty (60) to ninety (90) days following the proclamation. The Board of Elections is responsible for the issuance of this Request for Bids, the award of Contract(s) and the administrative oversight of such awarded Contract(s).
- d. The Board seeks to enter into a Contract with a Contractor for the purpose of transportation of voting machines and other voting equipment from the Board's facility in Yaphank, NY to up to 350 polling Sites throughout Suffolk County for Early Voting and Elections conducted in Suffolk County and for the storage and transshipment of privacy booths.
- e. A more detailed description of services sought is contained in the Model Contract attached as Exhibit A under Description of Services.

2. Definitions

As used throughout the Request for Bids

- a. **Bid.** An offer or proposal submitted by a Bidder to perform services or means of achieving a practical end, at a stated price for the stated Contract term.
- b. **Bidder.** Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. In case of negotiated Contracts, "Bidder" shall refer to the "Contractor."
- c. **Bid Documents.** Writings by the Board setting forth the scope, terms, conditions and Specifications for services. Such writings may typically include, but are not limited to: Administrative Instructions, the Model Contract, Suffolk County and Suffolk County Legislative Requirements, and terms and conditions which are incorporated by reference.

- d. **Bid Form.** The forms provided with this Request for Bids on which the bid is to prepared and submitted.
- e. **Commissioner.** Commissioner of the Suffolk County Board of Elections
- f. **Contract.** The writing(s) which contain the agreement of the Commissioners and the Bidder/Contractor setting forth the legal obligation between the parties as determined by applicable rules of law.
- g. **Contractor.** Any successful Bidder(s) to whom a Contract is awarded by the Commissioners, its officers, officials, employees, agents, servants, sub- contractors and any successor or assign of any one or more of the foregoing performing the Services.
- h. **Early Voting.** Nine (9) consecutive day period prior to an Election open for voting commencing tenth day prior to an Election.
- i. **Material Breach.** Failure, without legal excuse, to perform a duty or obligation under the contract that is so substantial that it defeats the purpose of the Contract.
- j. **Services.** A deliverable under any bid or Contract which may include transportation services and storage.
- k. **Service Order.** Request for services by Board which may be oral or in writing.
- l. **Responsible Bidder.** A bidder that is determined to have the financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity to perform the Services, and that is found to be competent, reliable and experienced, as determined by the Commissioners.
- m. **Site.** The location where Voting Equipment and or Voting Materials will be delivered.
- n. **Specifications.** The written description by the Board in the Request for Bids and any Exhibits thereto setting forth the specific terms of the services to be performed.
- o. **Third Party Entity.** Any Village, School, Fire, Library or Water District that utilizes the Board's Voting Equipment in elections conducted by such Village or District.
- p. **Voting Materials.** Rolling canvass bags, suitcases and poll pads.
- q. **Voting Equipment.** Voting machines consisting of Ballot Marking Devices and Tabulators, Poll Print Stations, Privacy booths, Tables and Chairs.

3. Questions

Depending upon the nature of the question, if appropriate, responses to questions will be developed by the Board and issued in the form of an Addendum to this Request for Bids, which will be posted on the Board's website. Addendums will also be e-mailed to all potential bidders who supply an e-mail address to the Board.

4. Site Visit

Bidders have the option to visit the Board's facility to examine the Voting Equipment to be transported which consist of ballot marking devices (BMDs), tabulators, Pollprint stations (PPS), privacy booths, tables, chairs and rolling canvass bags.

Contact both Directors of Operations Deborah Monaco at 631-852-4569 and Robert Carpenter at 631-852-4567 to arrange an appointment.

The Board reserves the right to inspect bidder's facility or facilities prior to making an award.

5. Due Date for Submissions

Bid submissions must be received, in writing, signed in ink, by the Board of Elections on or before 11:00 a.m. on Friday, September 8, 2023.

Timely received sealed bid submissions will be publicly opened and read aloud by the Commissioners of Elections at 11:00 a.m. on Monday, September 11, 2023.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this Request for Bids and applicable to all potential bidders.

6. Copies of Requests for Bids

Any individual or entity who is interested in submitting a bid submission must contact the Board directly and specifically request a copy of this Request for Bids, unless such individual or entity was mailed or emailed a copy directly from the Board.

7. Pricing Proposal Forms- Exhibit A

- a. The following Pricing Proposal Forms are included with this Request for Bids:
 - i. Pricing Proposal Form to Transport Tabulators;
 - ii. Pricing Proposal Form to Transport Ballot Marking Devices;
 - iii. Pricing Proposal Form to Transport Poll Print Stations;
 - iv. Pricing Proposal Form to Transport Voting Materials;
 - v. Pricing Proposal Form for Storage of Privacy Booths and Temporary Storage.
- b. For the Pricing Proposal Form to Transport Tabulators ("Tabs") and the Pricing Proposal Form to Transport Ballot Marking Devices ("BMD") and Poll Print Stations ("PPS"), the amount bid next to each Item number shall reflect the cost to transport one unit of the specified voting equipment noted on the respective form from the Board of Elections facility to a location within the specified town for an election. The total amount to be invoiced for an election will depend upon the actual number of units transported for each election. The total number of PPSs, BMDs and Tabs to be transported for an election shall be at the sole discretion of the Board.
- c. For the Pricing Proposal Form to Transport Voting Materials, the amount bid will be for an hourly rate that includes one (1) truck and a minimum of 2 (two) workers.
- d. The Pricing Proposal Forms for Storage shall include bids for the following three (3) items: (1) the monthly storage of approximately four thousand-five hundred (4500) Privacy Booths and any

necessary transshipment from the bidders facility to the Board's facility to the polling location, (2) the monthly storage of an additional five-hundred (500) Privacy Booths not requiring transshipment and (3) temporary storage space in the months of July and August consisting of approximately one thousand (1,000) square feet for Board use in connection with inventorying, inspecting, repairing and or removing stored privacy booths.

- e. Bid submissions for specific Items contained in the Pricing Proposal Forms referenced above in Paragraphs 6(b), 6(c) and 6(d) shall be deemed separate bids and may be awarded separately to the lowest responsible bidder for such Item.
- f. The Commissioners of the Board will determine the lowest responsible bidder for each Item number.
- g. The Pricing Proposal Form to Transport Voting Machines and the Pricing Proposal Form to Transport Ballot Marking Devices and Poll Print Stations consist of seven item numbers, each representing a different geographic area. The Board's preference is to award a single contract to one bidder for services for all seven geographic areas. The contract may be awarded to the lowest responsible bidder whose combined pricing for all seven items is the lowest bid. The combined total pricing for all Items in this Request for Bids may be the basis for an award of contract to a single responsible bidder, regardless of whether or not pricing for a particular item may be higher or lower than pricing submitted by other bidders for that item.
- h. Notwithstanding the Board's preference to award a contract to a single bidder, the Board reserves the right to award this bid to single or multiple bidders, in whole or in part, by item, by category, or by class, or to establish primary and secondary contracts. If the Board chooses to award contracts for individual item numbers, then such contracts would be awarded to the lowest responsible bidders whose pricing for each subject item is the lowest bid.
- i. Bids submitted which include conditions, exceptions or qualifications, shall be deemed non-responsive and may be removed for the bid award process.

8. Vehicles Form

The bidder must complete the "Vehicles" form, listing all vehicles that it intends to use.

9. Model Agreement –Exhibit B

The bidder, by signing the Bid Proposal Transmittal Form, agrees to contract to transport Voting Machines, Poll Print Stations and Voting Materials and store and transship Privacy Booths in accordance with the terms and conditions set forth in the Model Contract issued with this Request for Proposal. The bidder's contract will be in the format substantially set forth in Model Contract, but will be subject to final contract negotiation by the Commissioners and approval as to form by the Suffolk County Attorney's Office.

Any successful bidder who is awarded one (1) or more Item numbers ("Contractor") will be notified by mail and will be sent four (4) complete copies of the contract for execution together with various disclosure forms in accordance with Suffolk County laws and rules.

10. Performance Bond

The Board, prior to each Election, will notify the Contractor as to the amount of the certified check or performance bond that must be submitted to the Board of Elections. The Board will notify the

Contractor no later than twenty-one (21) days prior to each Election and the Contractor will submit said certified check or bond no later than fourteen (14) days prior to each Election. The Commissioners reserve the right to terminate the contract for failure to meet such deadline and to award such contract to another contractor.

11. Special Delivery Directions

There may be a limited number of polling places that need a specific time frame for delivery and pick-up of Voting Machines and Equipment and that the Contractor must adhere to such time frame. The Commissioners reserve the right to terminate the Contract for failure to meet such deadlines and to award such contract to another contractor.

12. This Request for Bids is not intended and shall not be construed to commit the County and/or the Board to pay any costs incurred in connection with any Bid or to procure or contract for any services.

13. The award of any contract will be made as judged to be in the best interest of the Board.

14. While the Board is under no obligation to contact bidders for clarifications of their Bid Submission, it reserves the right to do so.

15. Bid Submission

- a. All bids shall be submitted on Bid Forms attached, sealed in an envelope and identified with the Bid opening date and time, and shall state "Bid for Transportation of Voting Equipment and Storage of Privacy Booths." All Bids shall be delivered no later than 11:00 am on Friday, September 8, 2023 to the Suffolk County Board of Elections, 700 Yaphank Avenue, Yaphank, NY 11980. Bidders are solely responsible for timely delivery of their Bids.
- b. The Contract shall be for a period of two (2) years and may be extended up to two (2) times for individual terms not to exceed one year, by mutual agreement between the Contractor and the Board. The original Contract period, plus extensions, shall not exceed four (4) years total.
- r. Bids must be completed and legible. All Bids must be signed in ink. All information required by this RFB must be supplied by the Bidder on the Bid form. No alteration, erasures or additions are to be made to the Bid forms. Changes may be ignored by the County or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid must be initialed by an authorized representative of the Bidder.
- s. If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the Bid is made by a partnership, it shall be acknowledged by one of the partners; if made by a corporation, by the President.
- t. Bids which are incomplete, conditional or obscure may be rejected as non- responsive.
- u. Bidders are cautioned to verify their bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the County after the time specified for the Bid opening may not be considered.
- v. Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking

the Bid as “confidential” or “proprietary” on its face or in the document shall not be considered by the Commissioner to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination shall be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and Federal laws.

- w. Prices must be net, including transportation, delivery, and other charges, fully prepaid by Contractor to the destination(s) indicated in the Bid Documents.
- x. The successful Bidder agrees to comply with all laws promulgated and publicly accessible codes, rules, regulations and standards which govern and have jurisdiction at the time the services are provided. If the Contractor performs any work contrary to applicable laws, codes, rules, regulations, and/or standards, he shall bear all costs and liability arising therefrom.
- y. If any portion of the work being Bid is subject to the prevailing wage rate provisions of the Labor Law, a copy of the applicable prevailing wage rates to be paid or provided are deemed part of the Bid Documents. If a copy of the applicable rates are not annexed to the Bid Documents, the information will be furnished to the Bidder immediately upon receipt of a request for same.
- z. The Bidder agrees that by submitting a successful bid, any Third Party Entities utilizing the Board’s voting equipment will be permitted to utilize Contractor’s services per the same terms and conditions set forth in the Contract; however, any political subdivision choosing to utilize the Contract will be wholly responsible for any debts incurred and will enter into a separate contract with Contractor.

16. Opening of Bids

- a. The time scheduled for the receipt of Bids shall be in accordance with this Request to Bid. All Bids formally received will be opened and read aloud. The results will be made public. Until the actual award and execution of a Contract, the Board reserves all its rights with respect to the rejection of bids.
- b. Late Bids will not be considered.

17. Bid Evaluation

- a. Prior to award the Commissioners may conduct investigations as to whether or not the qualifications, Services or facilities offered by the Bidder meet the requirements set forth in the bid document and Specifications, and are ample and sufficient to insure the proper performance of the Contract in the event of award. Upon the request of the Commissioners, the Bidder shall provide evidence of experience, ability and financial standing. Notwithstanding the forgoing, the Commissioners shall not be obligated to conduct any investigations before an award. It is further understood that no such investigations shall relieve a Contractor from fulfilling all requirements and conditions of the Contract.

- b. **Local Preference:** Section A4-14 of the Suffolk County Administrative Code establishes a local preference program for Suffolk County Contractors. This preference program allows the County the option of awarding Contracts to Bidders other than the lowest Responsible Bidder. Copies of Section A4-14 of the Suffolk County Administrative Code may be viewed on the Suffolk County web site at <http://legis.suffolkcountyny.gov/>. Click on “Search the Laws of Suffolk County.”
- c. The Commissioners reserves the right to accept or reject any and all Bids, or separable portions of offers, to make awards by items, groups, classes of items, and to waive technicalities, irregularities, and omissions if the Commissioners determine the best interests of the Board will be served. The Commissioners, in their sole discretion, may accept or reject illegible, incomplete or vague Bids and their decision shall be final.

18. Disqualification for Past Performance/ Findings of Non-Responsibility

Bidder may be disqualified from receiving awards if Bidder has previously failed to perform satisfactorily in connection with public Bidding or Contracts or is deemed a Non Responsive Bidder under Sections 143-5 through 143-9 of the Suffolk County Code.

19. Substantially Equivalent Bids

When two or more low Bids are substantially equivalent Bids as to pricing or other factors, the decision of the Commissioners to award a Contract to one or more of such Bidders shall be final.

20. Contract Award

- a. Subject to the County’s Local Preference Program, Contracts shall be awarded to the lowest Responsible Bidder.
- b. The Contract is subject to the amount of funds appropriated, and no liability shall be incurred by the Board beyond the amount of funds appropriated for the Contract, unless otherwise agreed to by the Parties in writing.

21. Bidder/Subcontractor/ Supplier Responsibility

The County, in determining the responsibility of the apparent lowest Bidder, may require, and the apparent lowest Bidder shall provide, such information as the County deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest Bidder. In the event that the apparent lowest Bidder shall be rejected or fails to furnish the requested information and is thereby disqualified and/or otherwise determined to be not responsible, the next lowest Bidder shall become the apparent lowest Bidder.

The Board may require the apparent lowest Bidder, in addition to other information, to furnish the following items:

- a. Description of its experience with projects of comparative size, complexity, and cost within the past five years, together with documentary evidence of such projects; demonstration of the Bidder’s ability and capacity to perform a substantial portion of the

Services with its own forces;

- b. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; Contract defaults; together with explanations of same;
- c. Identification and description of any projects within the previous five years that the apparent lowest Bidder was determined by a municipality not to be a Responsible Bidder, the reasons given by such municipality therefore, together with an explanation thereof;
- d. An adequate demonstration of financial responsibility, which may include, in the County's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest Bidder possesses adequate resources and availability of credit and the means and ability to procure insurance and bonds required for the project;
- e. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities;
- f. Certification and list of equipment owned and/or leased by the apparent lowest Bidder that will be utilized under the Contract, together with maintenance records and such assurances regarding safety thereof as the Board considers appropriate;
- g. Disclosure of violations of the Prevailing Wage and Supplement Payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years;
- h. Disclosure of violations of the Worker's Compensation Law, including, but not limited to the failure to provide proof of Workmen's Compensation or Disability coverage and/or any lapses thereof within the past five years;
- i. Disclosure of any criminal convictions, involving the apparent lowest Bidder, its officers, directors, and/or managerial employees, within the past ten years or criminal indictments or investigations within the past five years;
- j. Disclosure of any violations within the past five years or pending charges concerning federal, state or municipal environmental and/or health laws, codes, rules and/or regulations;

22. Finding of Non- Responsibility

Prior to a final determination that the apparent lowest Bidder is not responsible, the County will notify the Bidder of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest Bidder to appear and be heard, prior to a determination being made regarding his responsibility. Such hearing shall be conducted informally, and Bidder shall have no right to a formal evidentiary hearing or to the examination or cross- examination of witnesses at said hearing.

End of text for Administrative Information

EXHIBIT A

**Pricing Proposal Form
For Transportation and Storage of Voting Equipment
For Request for Bids Dated July 17, 2023
For Elections to be Held in 2024 and 2025, with Options for 2026 and 2027
For the Suffolk County Board of Elections**

To: John Alberts, Democratic Commissioner of Elections
Betty Manzella, Republican Commissioner of Elections
Suffolk County Board of Elections
PO Box 700
Yaphank, New York 11980

This Request for Bids ("RFB") Transmittal Form, together with the following attachments, constitutes an RFB to transport voting machines, equipment and materials and to store and transship privacy booths.

1. Affidavit (signed and notarized)
2. Pricing Proposal Form (signed) to Transport Tabulators
3. Pricing Proposal Form (signed) to Transport Ballot Marking Devices
4. Pricing Proposal Form (signed) to Transport Poll Print Stations
5. Pricing Proposal Form (signed) to Transport Voting Materials
6. Pricing Proposal Form (signed) to Transport and Store Privacy Booths
7. Vehicles (signed)

Suffolk County Compliance Forms:

8. Contractor's/Vendor's Public Disclosure Statement Form 22 (signed and notarized)
9. Lawful Hiring Form LHE-1-2 (signed and notarized)
10. Living Wage Form LW-1/38
11. Union Organizing Certification Form LO1 (signed)
12. Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements (signed)
13. Statement of Other Contracts
14. Statement of Non-Collusion in Bids or Proposals (General Municipal Law §103-d)
15. Disqualification of Non-responsible Bidders

Suffolk County Local Laws, Rules and Regulations are available free of charge on the Suffolk County Legislature Website at <http://legis.suffolkcountyny.gov/> under the "Search the Laws of Suffolk County" tab.

The undersigned proposes to contract to transport voting machines in accordance with the terms and conditions set forth in the Model Agreement issued with the RFB and in accordance with the above listed documents. The undersigned acknowledges that the Commissioners of the Board of Elections reserve the right to verify all supporting documentation that the undersigned submits with this Bid Submission. The Contractor's contract will be in the format set forth in Model Agreement, but will be subject to final contract negotiation.

The undersigned further acknowledges that the Commissioners reserve the right to amend this Bid. The Commissioners reserve the right to reject any or all of the Bid submissions, or any parts thereof, submitted in response to this RFB, and reserve the right to waive formalities, if such action is deemed to be in the best interest of the Board of Elections. The Commissioners reserve the right to request additional information from any bidder. The Commissioners reserve the right to award negotiated contracts to one or more bidders.

Dated: _____

Legal Name of Person, Firm or Corporation

Authorized Signature

Print Name

Title

Telephone Number

Affidavit

State of New York)

: SS:

County of Suffolk)

_____, being duly sworn, deposes and states as follows:

1. I make this affidavit in support of my proposal to the Board of Elections for the County of Suffolk in response to a Request for Bids issued by the Board of Elections for the For Transportation and Storage of Voting Equipment.
2. I am an officer of _____ (hereinafter referred to as the Corporation) and in such capacity I have knowledge of all employees and consultants receiving compensation from the Corporation.

Based on my personal knowledge and in my capacity as an Officer of the Corporation, I swear, under penalties of perjury, that no one receiving compensation, of any kind, from the Corporation has been in service of the Board of Elections for the County of Suffolk within the last two years of the date of this affidavit.

Signature

Sworn to before me this
day of _____, 2023

Notary Public

Pricing Proposal Form to Transport Tabulators

Suffolk County Board of Elections - Request for Proposal Dated July 17, 2023

The quotes listed below by the Bidder will be included in a contract, if and when awarded and executed.

Price per Voting Machine (Tabulator):

		(Written in numbers)	(Written in words)
Item # 1	Babylon	_____	_____
Item # 2	Islip	_____	_____
Item # 3	Huntington	_____	_____
Item # 4	Smithtown	_____	_____
Item # 5	Brookhaven	_____	_____
Item # 6	Southampton/ East Hampton	_____	_____
Item # 7	Riverhead/ Southold	_____	_____

Other Costs:

Item # 8	Price per folding table	_____	_____
Item # 9	Price per folding chair	_____	_____
Item # 10	Price per Privacy Booth	_____	_____

(Attach additional sheets if necessary)

Legal Name of Person, Firm or Corporation

Authorized Signature

Print Name

Title

Dated: _____

Pricing Proposal Form to Transport Ballot Marking Devices (BMDs)

Suffolk County Board of Elections – For Request for Bids Dated July 17, 2023

The quotes listed below by the bidder will be included in a contract, if and when awarded and executed.

Price per Ballot Marking Devices (BMDs):

		(Written in numbers)	(Written in words)
Item # 1	Babylon	_____	_____
Item # 2	Islip	_____	_____
Item # 3	Huntington	_____	_____
Item # 4	Smithtown	_____	_____
Item # 5	Brookhaven	_____	_____
Item # 6	Southampton East Hampton	_____	_____
Item # 7	Riverhead Southold	_____	_____

(Attach additional sheets if necessary)

Legal Name of Person, Firm or Corporation

Authorized Signature

Print Name

Title

Dated: _____

Pricing Proposal Form to Transport Poll Print Stations (PPS)

Suffolk County Board of Elections – For Request for Bids Dated July 17, 2023

The quotes listed below by the bidder will be included in a contract, if and when awarded and executed.

Price per Poll Print Station (PPS):

		(Written in numbers)	(Written in words)
Item # 1	Babylon	_____	_____
Item # 2	Islip	_____	_____
Item # 3	Huntington	_____	_____
Item # 4	Smithtown	_____	_____
Item # 5	Brookhaven	_____	_____
Item # 6	Southampton East Hampton	_____	_____
Item # 7	Riverhead Southold	_____	_____

(Attach additional sheets if necessary)

Legal Name of Person, Firm or Corporation

Authorized Signature

Print Name

Title

Dated: _____

Pricing Proposal Form to Transport Voting Materials

Suffolk County Board of Elections – For Request for Bids Dated July 17, 2023

The quote listed below by the bidder will be included in a contract, if and when awarded and executed.

Voting Materials consisting of rolling canvass bags, suitcases and poll pads, are to be transported following the close of polls for each election from up to 14 designated locations in Suffolk County to the Board of Elections in Yaphank.

Up to 14 trucks may be required to be utilized for an election.

Hourly rate:

This rate shall include 1 truck and a minimum of 2 workers: _____

**Pricing Proposal Form
For Storage of Privacy Booths and
Temporary Storage on a month to month basis**

Suffolk County Board of Elections – For Request for Bids Dated July 17, 2023

The quotes listed below by the Bidder will be included in an Agreement, if and when awarded and executed.

(Written in figures)

(Written in words)

**Item # 11 Storage of 4,500 Privacy
Booths per month. Price
includes transshipment of
booths to and from the
Board of Elections for Elections.**

**Item # 12 Storage of an additional
500 Privacy Booths,
per month**

The Board contemplates using up to 1,000 square feet of well-lit, hard surfaced storage space for the inspection and repair of Privacy Booths in July and August of each year. No charges will be assessed for the movement of Privacy Booths stored by the vendor to such area.

**Item # 13 Monthly storage per
1,000 square feet
per month**

(Attach additional sheets if necessary)

Legal Name of Person, Firm or Corporation

Authorized Signature

Print Name

Title

Dated: _____

Vehicles
For Request for Bids Dated July 17, 2023
To Move Voting Machines for the Suffolk County Board of Elections

The following list of vehicles to be used by the bidder will be included in a contract, if and when awarded and executed.

<u>Year</u>	<u>Make</u>	<u>Capacity</u>	<u>Owned</u>	<u>Rented</u>	Has Air Ride With Lift Gates
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

(Attach additional sheets if necessary)

Legal Name of Person, Firm or Corporation

Authorized Signature

Print Name

Title

Date

End of text for Exhibit B

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-8 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective services.

1. Contractor's/Vendor's Name _____
Address _____
City and State _____ Zip Code _____
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business __Corporation__ Partnership__ Sole Proprietorship__ Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? __Yes__ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? __Yes__ No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ___ Yes ___ No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____
Printed Name of Signer: _____
Title of Signer: _____
Name of Contractor/Vendor: _____

Signed: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF)
)ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in _____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(signature and office of individual taking acknowledgement)

Steven Bellone
Suffolk County Executive



Rosalie Drago
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS

**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO
LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)**

To Be Completed By Applicant/Covered Employer/Owner
EMPLOYER/CORP/BUSINESS/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____ TELEPHONE #: _____ AWARDING AGENCY: _____

VENDOR, FEDERAL ID OR SOCIAL SECURITY #: _____ CONTRACT ID: _____

NOT-FOR-PROFIT: YES _____ NO _____ (Submit Proof of IRS Not-for-Profit Status)

TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

SUBCONTRACTOR NAME: _____

ADDRESS: _____

VENDOR, FEDERAL ID OR SOCIAL SECURITY #: _____ TELEPHONE #: _____

CONTACT NAME: _____ DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

EVIDENCE OF COMPLIANCE:

Copies of the following must be maintained by covered employers or the owners thereof for each employee for the time periods set forth in Suffolk County Code, Section 353-14 (A):

- A. United States passport; *or*
- B. Resident alien card or alien registration card; *or*
- C. Birth certificate indicating that person was born in the United States; *or*
- D. (1) A driver's license, if it contains a photograph of the individual; *and*
(2) A social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); *or*
- E. Employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

**AFFIDAVIT OF COMPLIANCE WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York)

ss:

County of _____)

_____, being duly sworn, deposes and says:
(Print Name of Deponent)

1. I am owner/authorized representative of _____
(Circle one) (Name of Corp., Business, Company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 353 (2006).

Sworn to before me this _____ day

(Signature of Deponent)

of _____, 20 _____

(Notary Public)

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

**NOTICE OF APPLICATION FOR COUNTY COMPENSATION
LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If either of the following definitions of "compensation" (*Living Wage Law* Chapter 575-2) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below. If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk;" or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same services shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

Section I

☐ Check if applicable

The Living Wage Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County Living Wage Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$15.00 per hour worked with health benefits, as described in the Law, or otherwise \$15.12 per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 575-3 B)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 575-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 575-7 D)

The Suffolk County Department of Labor, Licensing & Consumer Affairs shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 575-4 C)

IMPORTANT! IF SECTION I IS CHECKED, APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Projected Wage Levels:

Complete the chart below listing hourly wage rates, number of hours worked per week, compensated days off received yearly and indicate if medical benefits are received for each employee dedicated to fulfilling the terms of this contract.

Note: Complete the following chart only if the Living Wage Law applies and if Section I above is checked.

[illegible]☐ Check if applicable

Section II The *Living Wage* Law does not apply to this contract for the following reason(s): *(Please check all that apply to this contract.)*

- ☐ Employ less than 10 employees
☐ Do not have any employees working in Suffolk or Nassau Counties
☐ No cost to Suffolk County
- ☐ Grant, loan, tax incentive or abatement, bond subsidy or other form of compensation is \$50,000 or less.
☐ Pay prevailing wage rates
- ☐ Amount of Compensation is less than \$10,000 for the furnishing of services
☐ Other: _____

Section III Contractor Name: _____ Federal Employer ID or SSN#: _____

Contractor Address: _____ Amount of Compensation: _____

Term of Contract: _____

Contact Name: _____ Contractor Phone # _____ Awarding Agency: _____

Contract ID #: _____ Description of project or service: _____

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date _____

Print Name and Title of Authorized Representative



SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 803) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I



Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 803-3), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing.

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing.

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing.

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request.

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II



Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____

Section III

Contractor Name: _____

Federal Employer ID#: _____

Contractor Address: _____

Amount of Assistance: _____

Vendor #: _____

Contractor Phone #: _____

Description of project or service: _____

Section IV

In the event any part of the Union Organizing Law, Chapter 803 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date

Print Name and Title of Authorized Representative

Certification Regarding Lobbying for Contract, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

Provider: _____

Agreement Number: _____

Sign: _____

Name: _____

Title: _____

Date: _____

Exhibit 3

Statement of Other Contracts

Statement of Other Contracts: ☐ Applicable ☐ Not Applicable (check one)

The Contractor may use this form supplied by the Department, or their own form, provided that the following information, at a minimum, is included on the form, in substantially the following format.
Attach additional sheets as necessary.

Contractor Name: _____

[illegible]

Statement of Non-Collusion in Bids or Proposals [General Municipal Law §103-d]

By submission of this bid, each Bidder/Proposer and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder/Proposer and will not knowingly be disclosed by the Bidder/Proposer prior to opening directly or indirectly to any other Bidder/Proposer or to any competitor; and
3. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

No bid/proposal will be considered for award nor shall any award be made where paragraphs 1, 2, and 3 above have not been complied with; provided however, that if in any case the bidder/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefor. Where paragraphs 1, 2 and 3 above have not been complied with, the bid/proposal shall not be considered for award nor shall any award be made unless the County determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder/Proposer: a) has published price lists, rates, or tariffs covering items being procured, b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or c) has sold the same items to other customers at the same prices being bid/proposed does not constitute, without more, a disclosure hereunder.

I, _____ hereby affirm under penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

Name of Entity

Signature of Authorized Representative

Date

DISQUALIFICATION OF NONRESPONSIBLE BIDDERS

PURSUANT TO CHAPTER 189, ARTICLE II OF THE SUFFOLK COUNTY CODE, THE FOLLOWING IS TO BE COMPLETED BY ALL BIDDERS/CONTRACTORS.

1. The authorized signatory for the entity signing this document acknowledges that s/he has read and is familiar with the provisions of Chapter 189, Article II of the Suffolk County Code which applies to the subject contract. For the purposes of this form, the terms "entity" and "convicted of" shall have the meanings set forth in section 189-4 of Chapter 189.
2. Has the entity, at any time during the ten years preceding the date of submission of the bid, been convicted of committing or attempting to commit an offense(s) relating to any of the following: extortion; coercion; bribery; theft; fraud; any violent crime relating to business, labor or commerce; sabotage, collusive bidding/bid rigging; any environmental crime including, but not limited to, the illegal use or disposal of toxic/hazardous waste or chemicals; combination in restraint of trade; conspiracy to commit one of these crimes; and/or criminal solicitation associated with one of the crimes listed above?

☐ Yes ☐ No
3. If the answer to question 2 above is "Yes" the entity shall be determined to be a "non-responsible bidder" and disqualified from bidding on the County project or contract.
4. List **all** criminal convictions, dates of conviction, and courts of conviction rendered upon the entity, whether upon a verdict or plea of guilty or nolo contendere, within the ten years preceding the date of submission of the bid. Use a separate sheet if more space is necessary.

OFFENSE	DATE OF CONVICTION	COURT

5. Is the entity currently in compliance with applicable Suffolk County licensing laws if it has, or is required to have, a license issued by Suffolk County?

☐ Yes ☐ No
6. If the answer to question 5 above is "No" the entity shall be determined to be a "non-responsible bidder" and disqualified from bidding on the County project or contract until the entity is in compliance with all applicable County licensing laws.

7. Has the entity, at any time during the ten years preceding the date of submission of the bid, been convicted under, or determined by the New York State Department of Labor or the Suffolk County Department of Labor to be in violation of Chapter 31 of the New York State Labor Law, Chapter 575 of the Suffolk County Code, or any provision of State or local law protecting workers' safety?
- ____ Yes ____ No
8. If the answer to question 7 above is "Yes" please provide detailed information, on a separate sheet, regarding the violation(s), history of previous violation(s), and such other factors which the awarding agency may give due consideration when determining whether to disqualify the entity as a nonresponsible bidder.
9. Is the entity currently identified on a list established by the State of New York, pursuant to Executive Order No. 157-2016, as an institution or company that boycotts Israel?
- ____ Yes ____ No
10. In the event the entity claims an exemption from the provisions of Chapter 189, Article II under section 189-9, provide the relevant written documentation of the request or command issued by the appropriate official of the United States Government.
11. Any contract entered into in violation of Chapter 189, Article II shall be null and void and any entity entering into such contract shall not be entitled to any compensation pursuant to said contract.
12. Any intentional or knowing misrepresentation made pursuant to the requirements of Chapter 189, Article II shall constitute an unclassified misdemeanor, and the person making such intentional or knowing misrepresentation shall be subject to punishment of a fine of \$1,000 and/or up to one year of imprisonment and shall be barred from bidding on future County contracts. Each such violation shall constitute a separate and distinct offense.

I, _____ hereby declare under penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

Name of Entity

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

EXHIBIT B –MODEL CONTRACT

Consultant/Personal Services Contract

This Contract (“the Contract”) is between the **Suffolk County Board of Elections (“Board”)** located at Yaphank Avenue, Yaphank, New York 11980 (mailing address: P.O. Box 700, Yaphank, NY 11980-0700); and

Insert Name of Contractor (“the Contractor”), a corporation duly qualified to do business in the State of New York, having its principal place of business at **(Insert address)**.

The Contractor has been designated to receive funds from the County for services relating to transportation of Voting Systems consisting of Ballot Marking Devices (“**BMD’s**”), Tabulators (“**Tabs**”) and Poll Print Stations (“**PPS**”), Privacy Booths and other Voting Materials (collectively referred to herein as “**Voting Equipment**”), Election Night Support Services, and Storage of Privacy Booths (collectively referred to herein as “**the Services**”) as set forth in Article I, entitled “Description of Services.”

Term of the Contract: January 1, 2024 through December 31, 2025, with two one (1) year options to extend through December 31, 2026 and December 31, 2027, at the sole option of the Board.

Total Cost of the Contract: To be determined.

Terms and Conditions: Shall be as set forth in Articles I, I-A, II and Exhibits 1 and 2, attached hereto and made a part hereof.

In Witness Whereof, **the parties hereto have executed the Contract as of the latest date written below.**

Name of Contractor

By: _____
Name _____
Title _____
Fed. Tax ID # _____
Date _____

Approved as to Form:
Dennis M. Brown
Acting County Attorney

By: _____
Name _____
Assistant County Attorney _____
Date _____

SUFFOLK COUNTYBOARD OF ELECTIONS

By: _____
John Alberts
Commissioner
Date _____

By: _____
Elizabeth Manzella
Commissioner
Date _____

List of Articles & Exhibits

Article I

Description of Services

1. Conflicting Provisions
2. Time Is of the Essence
3. Services - Specific Terms and Conditions for Transport and Storage of Voting Equipment
4. Auxiliary Elections

Article I-A

Anticipated Number of Voting Machines by Town

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services and Employment
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting

24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address
15. Suffolk County Code of Ethics
16. Notification of Cyber Security Breach

Article I

Description of Services

Whereas, the Board issued a Request for Bids ("RFB") on July 24, 2023; and

Whereas, the Contractor submitted a proposal in response to such RFB; and

Whereas, the Board has selected the Contractor to provide the Services as set forth herein;

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. Time Is of the Essence

The Contractor shall, upon the written request of the Board for such Elections as the Board shall choose, transport Voting Equipment for Primary, General and or Special Elections (hereinafter collectively referred to as "Elections") and for Early Voting in accordance with the terms and conditions set forth in this Contract. The Contractor understands and agrees that time is of the essence and there must be rigid compliance with the transportation delivery schedules that the Board provides to the Contractor. If the Contractor fails to maintain the delivery schedule, and such failure is due to the fault of the Contractor, the Board may terminate this Contract for cause and make such other arrangements as necessary to move the Voting Equipment. The Board may penalize the Contractor at the rate of \$100.00 per day for Voting Equipment not timely moved. In addition, the Board may penalize the Contractor at the rate of \$200 per Ballot Marking Device ("BMD"), Tabulator ("Tab") or Poll Print Station ("PPS") not transported to the correct polling location by opening of polls. Any penalties that may be imposed are in addition to, and not in lieu of, any damages the Board may be entitled to by reason of Contractor's failure to timely perform the services required herein. The Board shall be entitled to deduct and retain the amount of penalties and damages owed to the Board from any moneys due to the Contractor for any reason by the County or Board.

3. Services - Specific Terms and Conditions for Transport and Storage of Voting Equipment

A. Transport

(1) General Instructions

- a.** The Contractor's services include transporting Voting Equipment

for Elections and Early Voting from the Board's warehouse, located at 700 Yaphank Ave, Yaphank, New York, to polling places within the boundaries of the Town indicated by the Item number described in Article I-A of this Contract.

- b. All Voting Equipment shall be properly covered, secured from the elements and protected from damage in transit. Further, each BMD, Tabulator and Poll Print Station shall be carefully strapped and secured within the truck.

(2) Delivery Schedules

- a. The Board shall schedule the delivery of the Voting Equipment and shall notify the Contractor of the delivery routes and schedules. At its sole option, the Board may permit Contractor to schedule the delivery and routes which are subject to Board approval.
- b. A limited number of polling places may need a specific time frame for delivery and pick-up of Voting Equipment and the Contractor must adhere to such time frame.
- c. Currently, there are up to 340 Election polling places and up to 27 Early Voting locations. The number of Early Voting Polling places will likely be less than 27 locations for Primary and Special Elections.
- d. Nothing herein shall be construed to grant Contractor the exclusive right to transport Voting Equipment.

(3) Voting Machine Delivery Dates

- a. For Elections, delivery dates shall occur on Monday through Friday on the week immediately preceding an election. The Board reserves the right to direct delivery to commence two (2) weeks prior to an Election due to other factors such as weather, holidays, or such other condition that warrant extending delivery dates beyond one week.
- b. For Early Voting, Contractor must deliver all BMD's, Tabs, PPS's and other voting equipment on the Friday immediately preceding the first day of Early Voting. Early Voting commences ten days prior to an Election on a Saturday and concludes two days prior to an Election on Sunday. The Board reserves the right to direct delivery to commence earlier than the above mentioned Friday due to other factors such as weather, holidays, or such other condition that warrant extending the delivery date beyond one day.

(4) Election Night Transportation of Voting Materials

Contractor shall provide up to fourteen trucks with two employees to transport certain Voting Materials consisting of rolling canvass bags, suitcases and poll pad cases from locations designated by the Board following the close of polls at 9:00 pm for every election.

Election dates are subject to change but generally occur on Tuesdays. Federal Primary elections generally occur in the April, Primary elections generally occur in the second half of June and General elections occur in the first half of November. In addition to the above, Special elections may be scheduled at any time during the year on a Tuesday.

(5) Voting Equipment Return Dates

To enable the Board to meet its statutory obligations, the Contractor MUST return all machines no later than the close of the third (3rd) business day following each Election. Early Voting Equipment shall be returned no later than the close of business on the Monday following the close of Early Voting.

(6) Damaged BMDs or Tabulators

The Contractor must immediately report to the Board any BMD, Tab or PPS damaged while in transit to a designated polling place. If the damaged BMD, Tab or PPS is not reported, the Board may penalize the Contractor in an amount not to exceed \$250.00 for each damaged BMD, Tab or PPS. Such penalty is in addition to any damages the Board may be entitled to receive for damages to such Voting Equipment arising out of the negligent acts or omissions of Contractor.

(7) Tables, Chairs and Privacy Booths

(a) The Contractor's fees as set forth in Paragraph 7(2) of Article II of this Contract, entitled "Price Per Voting Machine, Storage, and Other Items," include a price per folding table, per folding chair, and per privacy booth. The Contractor shall deliver the tables, chairs and privacy booths to any polling place within the boundaries of the Towns indicated by the Item number described in Article I-A, as may be requested by the Board.

(b) Contractor shall only transport privacy booths that are in operating

condition from Contractor's facilities to the Board or to any polling place for an election. Contractor acknowledges that privacy booths transported for storage following an election from the Board's facilities are deemed to be in good operating condition. Privacy booths that are not in good operating condition, including, but not limited to, those with one or more malfunctioning wheels, ("Damaged Booths") shall remain at the Board's facilities for repair or disposal.

(8) Vehicles

- a. Each BMD, Tabulator and PPS shall be adequately protected with 2 to 3 pads. Each BMD, Tabulator and PPS must be secured in the vehicle using straps.
- b. BMDs, Tabulators and PPSs shall only be transported in vehicles that are equipped with air ride and lift gates.

The following vehicles will be used by the Contractor in providing the Services. The Contractor shall notify the Board directly if it is necessary to substitute or add other vehicles. Any change of vehicle must comply with the requirements of subparagraphs 7(a) and (b) above.

<u>Year</u>	<u>Make</u>	<u>Capacity</u>	<u>Owned/Rented</u>	<u>Has Air Ride with Liftgates</u>
1				
2				
3				
4				
5				
6				
7				
8				

<u>Year</u>	<u>Make</u>	<u>Capacity</u>	<u>Owned/Rented</u>	<u>Has Air Ride with Liftgates</u>
9				
10				
11				
12				
13				
14				

B. Storage

- (1) The Contractor shall provide secure, weather proof storage for up to 5,000 privacy booths on a hard surface floor, of which 500 of said privacy booths shall not require transshipment. Privacy booths shall be wrapped and stored in reasonably clean condition.
- (2) Damaged Booths at Contractor's facilities, shall be separated from the other privacy booths in order to enable the Board to retrieve and or repair such Damaged Booths. Contractor shall notify the Board if it possesses Damaged Booths after each election or within a reasonable time of discovery, whichever is sooner.
- (3) Contractor shall also provide employees of the Board access to stored Privacy Booths for maintenance and repairs annually during the months of July and August. Such access shall include sufficient space and light to separate, maintain, repair and/or inventory the condition of stored booths.

4. Auxiliary Elections

- A. Contractor acknowledges that other public entities including, but not limited to, Incorporated Villages, School, Fire, Water and Library Districts, and other municipalities that hold elections ("Other Voting Entities") may utilize Voting Equipment and as such, may be required to utilize Contractor for transport of Voting Equipment. In such event, Contractor agrees to separately contract with such Other Voting Entity to provide the Services, as described herein, under the same Terms and Conditions, including pricing. Any such agreement shall be at

the discretion of the Other Voting Entity.

B. Contractor shall, at the direction of the Board, accept direct requests for services from Other Voting Entities for transport of specified Voting Equipment and the Contractor shall directly bill/invoice such Other Public Entity for the cost of the services, at the same prices as set forth in Article II of this Contract.

C. In no event shall such Other Voting Entities be deemed third party beneficiaries to this Contract.

7. The Contractor shall assign a Project Manager upon execution of the Contract and shall provide his/her name and contact information and any future changes regarding this information, to the signatories listed on page 1 of this Contract. The Project Manager shall be on site at the Board at all times Contractor's employees are on site performing services under this Contract.

End of Text for Article I

Article I-A

Anticipated Number of Voting Machines by Town

1. Contractor's Services include moving the Voting Machines from the Board's warehouse located on Yaphank Avenue, Yaphank, New York to the indicated Town(s) below, and the number of stops in each Town as described by each Item number for all elections as necessary in calendar years 2024 and 2025 and option periods 2026 and 2027.
2. The number of Voting Machines as set forth below for each Town is an approximate number and will vary for each Election during the term of this Contract.

Note:

Some Towns may require additional Voting Machines depending upon the total number of registrants at the time of the General Election. However, the number of Voting Machines required for the Primary or Special Election may be reduced to the extent that the Contractor, for a particular Item number, may have few Voting Machines to deliver, if any at all.

The following figures for Elections are subject to change pending redistricting effective January of each year of this Contract. Machines includes BMD's and Tabulators:

		Approx. No of Machines for Primary and General Elections (per each Election)	Approx. No. of Privacy Booths	Approx. No. of Stops
<u>Town</u>				
Item # 1	Babylon	204	539	46
Item # 2	Islip	299	832	68
Item # 3	Huntington	230	606	46
Item # 4	Smithtown	122	360	27
Item # 5	Brookhaven	425	1,290	104
Item # 6	(South Fork) Southampton	62	178	19

	East Hampton	27	75	8
	(North Fork)			
Item # 7	Riverhead	36	101	11
	Southold	31	82	12
Total		1,441	4,074	342

The following figures for Early Voting are intended to reflect approximate numbers in connection with General Elections and are subject to change. The number of Early Voting Polling Places will likely be reduced for Primary and Special Elections. Machines includes BMDs, PPSs and Tabulators:

		Approx. No of Machines for Early Voting (per each Election)	Approx. No. of Privacy Booths	Approx. No. of Stops
<u>Town</u>				
Item # 1	Babylon	18	45	3
Item # 2	Islip	24	60	4
Item # 3	Huntington	20	65	3
Item# 4	Smithtown	18	45	3
Item # 5	Brookhaven	44	110	7
	(South Fork)			
Item # 6	Southampton	12	30	2
	East Hampton	6	15	1
	(North Fork)			
Item # 7	Riverhead	6	15	1
	Southold	6	15	1
Total		154	400	25

End of Text for Article I-A

Article II

Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail, unless it is expressly stated in the conflicting provision that this Article II shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, and pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law § 46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Subject to Appropriation of Funds

a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

5. Audit

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk

County Comptroller or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.

b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

6. Comptroller's Rules and Regulations for Consultant's Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

7. Specific Payment Terms and Conditions

(1) Performance Bond/Certified Check

The Contractor shall, at least twenty-one (21) days prior to each election, provide a Performance Bond, or in lieu thereof, a certified check made payable to the County of Suffolk for the full amount of the contract price guaranteeing to the Board the faithful performance of the terms, covenants and the conditions of this Contract. The premium for all bonds shall be paid by the Contractor.

(2) Price Per Voting Machine, Storage and Other Items

(Insert specific terms and conditions pursuant to RFP)

(3) Election Night Transport

(Insert specific terms and conditions pursuant to RFP)

(3) Price for Monthly Storage

(Insert specific terms and conditions pursuant to RFP)

9. Options to Extend for Calendar Years 2026 and 2027

If the Term of this Contract is extended as provided in Article I, for calendar year 2026, the "Price Per Voting Machine" as set forth above in Paragraph 7(2), entitled "Price Per Voting Machine, Storage, and Other Items," shall be increased in the amount of 1% over

the cost in effect on December 31, 2025.

If the Term of this Contract is extended as provided in Article I, for calendar year 2027, the "Price Per Voting Machine" as set forth above in Paragraph 7(2), entitled "Price Per Voting Machine, Storage, and Other Items," shall be increased in the amount of 1% over the cost in effect on December 31, 2026.

The Price per Folding Table, Price per Folding Chair and Price per Privacy Booth for years 2026 and 2027 shall also be adjusted in the same manner as set forth above.

End of Text for Article II

Exhibit I
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

"Comptroller" means the Comptroller of the County of Suffolk.

"Contract" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"Contractor" means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors, volunteers, and any successor or assign of any one or more of the foregoing performing the Services.

"County" means the County of Suffolk, its departments, and agencies.

"County Attorney" means the County Attorney of the County of Suffolk.

"Department" means the signatory department approving the Contract.

"Engineering Services" means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

"Event of Default" means

a. the Contractor's failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit I of the Contract; or

b. the Contractor's failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor's failure to maintain insurance

required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor's bankruptcy or insolvency; or

f. The Contractor's failure to cooperate in an Audit; or

g. The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

"Federal" means the United States government, its departments and agencies.

"Fund Source" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"Legislature" means the Legislature of the County of Suffolk.

"Services" means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I "Description of Services."

"State" means the State of New York.

"Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.

"Term" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours' notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the

Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days' notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days' notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 33 of this Exhibit 1.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this Exhibit 1.

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) **Workers' Compensation and Employer's Liability** insurance, Disability Benefits insurance, including coverage for Paid Family Leave Benefits, in compliance with all applicable New York State laws and regulations, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance

requirements.

e. In the case of commercial general liability insurance the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County

Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services and Employment

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract; or

vi.) discriminate against employees or applicants for employment.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible

individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

- a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this

paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

- b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

- a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

- i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

- ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

- b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

- c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

- i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

- ii.) a summary of the material terms of the

proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that to the best of its knowledge, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies to the best of its knowledge that there is no relationship within the third

degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the Contractor, and the County. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the extent that any Work Product does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby

assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may

exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form DOL-LW-1/38 (Revised 12/2021) entitled "Suffolk County Department of Labor, LICENSING & CONSUMER AFFAIRS -Notice of Application for County Compensation-LIVING WAGE CERTIFICATION/DECLARATION-SUBJECT TO AUDIT."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1 (Revised 2/2020); entitled "Suffolk County Department of Labor, Licensing & Consumer Affairs - Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements

of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

"SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES,

Suffolk County Code, Chapter 353 (2006)" DOL-LHE 1 / 2 (REVISED 8/2017).

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of

Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar

with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Charter Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

15. Suffolk County Code of Ethics

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:

<https://suffolkcountyny.gov/Portals/0/formsdocs/Boardofethics/Code%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf>

16. Notification of Cyber Security Breach

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-22 of Article V of the Suffolk County Administrative Code.

The Contractor (as defined in section A5-22) certifies that it has policies and procedures in place for the effective management of any cyber security breach, threat or event. The Contractor shall immediately notify the Department named on the signature page of this Contract, the Suffolk County Executive, the Clerk of the Suffolk County Legislature, and the Suffolk County Department of Audit and Control of any cyber security breach, event or attack, as defined in section A5-22 of Article V of the Suffolk County Administrative Code.

End of Text for Exhibit 2